



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of Transportation 810 St. George Port of Entry referred to as STATE and the following:
Agency Name Agency Code Division

CONTRACTOR Dixie Escalante Rural Electric Association, Inc.
Name

LEGAL STATUS OF CONTRACTOR

☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☐ Government Agency

Address

City State Zip Code

Contact Person Phone Number

Federal ID# Vendor Number Commodity Code(s)

2. GENERAL PURPOSE OF CONTRACT:

To provide electric service and maintenance of the St. George Port of Entry lighting systems.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid _____
Requisition # _____, FY _____, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date 01/20/93 Termination date Non-expiring, unless terminated early or
extended in accordance with the terms of this contract. Renewal Options (if any) _____

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ _____ for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: _____

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # _____ dated _____

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature

Contractor's Name

Title

Director, Division of Purchasing

Director, Division of Finance

The DOF will enter this contract on FI-NET prior to final review by Finance and Purchasing. While the review is pending a copy of this contract form with the number will be faxed to your agency.

Roger Osborne (801) 965-4073

Person to Receive Faxed Copy Fax Number

ENT'D FEB 25 2005

JUN 17 2005

St. George Port of Entry; 932392
Washington County
Electric Service and Maintenance Agreement for UDOT Lighting
DIXIE ESCALANTE RURAL ELECTRIC ASSOCIATION. INC.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 20TH day of JANUARY 1993, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "UDOT" and DIXIE ESCALANTE RURAL ELECTRIC ASSOCIATION INC., a Registered Corporation in the State of Utah, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, UDOT has installed and owns lighting systems at the St. George Port of Entry located south of St. George City in Washington County as shown on plans a copy of which are marked "EXHIBIT A" attached hereto and thereby made a part hereof; and

WHEREAS, the Association is licensed to supply electric power to customers in certain areas in this part of the State, which areas are more particularly identified on the records of the **Association**, and the **Association** maintains offices staffed with personnel who are trained and qualified to provide electrical service and maintenance of UDOT's lighting systems; and

WHEREAS, UDOT desires the **Association** to provide electric service and maintenance of its St. George Port of Entry lighting systems; and

WHEREAS, this agreement will be subject to change and approval by Utah State Regulatory Authorities having jurisdiction over the subject matter.

THIS AGREEMENT is made to set out the terms and conditions "hereunder said service and maintenance work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **The Association** will provide electric power and service to include all labor and equipment for UDOT's lighting systems shown in EXHIBIT A in accordance with **Association's** standard practices for such service and at standard rates set forth by the Utah Public Utilities Commission.

2. The UDOT will provide to the **Association** available replacement parts necessary to provide service and maintenance to UDOT's lighting systems at the above described location. An inventory list of replacement parts has been provided to the **Association** by the UDOT. The **Association** will obtain said replacement parts by contacting UDOT Maintenance Supervisor, Station 521, St. George, Telephone No. 628-1311. If replacement parts are not inventoried by the **UDOT**, the **Association** will procure said replacement parts and bill the UDOT for actual costs incurred for the parts.

3. The **Association** will keep UDOT apprised of new technology developments as they occur and, with prior written approval from UDOT's District Office, may suggest lamp situations.

4. The Association agrees to perform maintenance work when requested by UDOT on UDOT's lighting systems covered herein. It is understood that said maintenance work will be in addition to work to be provided by the Association under the provisions of electric service above.

5. The **Association's** statements to UDOT for maintenance work on UDOT's lighting systems covered herein shall be for the **Association's** actual costs incurred for performing said work plus 10% **Association** profit to be applied to the **Association's** total actual costs incurred. Said statements shall show the dates and times during which the Associations personnel performed said work and the Association shall itemize such costs in reasonable detail. Said actual costs incurred shall cover labor, indirect labor costs (such as social security taxes, vacation and sick leave, pensions, and other fringe benefits), materials, warehousing, transport, and costs of the Associations equipment actually used to perform maintenance work authorized by UDOT.

6. The **Association** hereby agrees to comply with the policies, procedures and safety standards for traffic control plans and the application of traffic control devices as set forth in the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" and "TRAFFIC SAFETY IN HIGHWAY AND STREET WORK ZONES" during all work performed pursuant to this agreement. The **Association** shall also use certified flagpersons to perform said work when traffic is affected or disrupted.

7. The **Association** will obtain all permits and licenses required of the **Association** to perform the services required by this agreement. The **Association** will abide with UDOT's "REGULATIONS FOR THE ACCOMMODATION OF UTILITIES ON FEDERAL-AID AND NON-FEDERAL-AID HIGHWAY RIGHTS-OF-WAY", a copy of which has been furnished to the Association and any supplements or amendments thereto.

8. The **Association** shall not be liable for any damages of any kind resulting from irregular or interrupted electric power supplied to UDOT's lighting systems due to causes which are beyond the control of the **Association**.

9. UDOT will make payment to the **Association** within sixty (60) days after receipt of verified and itemized billings in six (6) copies together with supporting sheets therefor, covering the costs being billed by the **Association** for rendering the electric service and maintenance work required under the terms of this agreement. Said itemized bills covering said electric service and maintenance work shall be submitted by the **Association** within sixty (60) days following completion of said service and work on UDOT's Lighting Systems to the appropriate UDOT District representative. Failure on the part of the **Association** to submit said billings within two (2) years' time will result in UDOT's disallowance of that portion of service and/or work rendered by the **Association**. All bills shall be reviewed by UDOT's District personnel for verification of the service and/or work rendered. The **Association's** billing dollar amounts shall be in accordance with the terms, conditions, and rate schedules provided for herein. In the event that said rate schedules are amended as provided for herein billing and payment shall be made in accordance with the rate schedule in effect during the period of time the **Association's** service and/or work was rendered.

10. UDOT shall have the right to audit all cost records and accounts of the **Association** pertaining to this agreement. Should this audit disclose that the **Association** has been underpaid, **the Association will be** reimbursed by UDOT within sixty (60) days upon submission of additional billing to cover the underpayment. Should this audit disclose that the **Association** has been overpaid, **the Association** will reimburse UDOT within sixty (60) days in **the** amount of the overpayment. For the purpose of an audit the **Association** is required to keep and maintain its records of service and maintenance work covered herein for a minimum of three (3) years after payment is received by the **Association** from UDOT.

11. This agreement shall become effective upon execution by the parties hereto, and shall remain in full force and effect until such time that one party hereto gives sixty (60) days written notice of termination of this agreement to the other party hereto.

932392

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officers as of the day and year first above written.

ATTEST: DIXIE ESCALANTE RURAL ELECTRIC - ASSOCIATION, a
Registered Corporation in the State of Utah

Title

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

JAN GRAHAM. ATTORNEY GENERAL

By

Title

UTAH DEPARTMENT OF TRANSPORTATION